

**VOLUNTARY CLEANUP CONTRACT
15-5926-NRP**

**IN THE MATTER OF
A PORTION OF SPARTAN MILLS BEAUMONT SITE, SPARTANBURG COUNTY
and
SPARTANBURG REGIONAL HEALTH SERVICES DISTRICT, INC.**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Spartanburg Regional Health Services District, Inc. with respect to the Property located at 720 North Pine Street, Spartanburg, South Carolina. The Property is shown as Lot 4 containing 12.04 acres, more or less, on a preliminary layout for Jimmy I. Gibbs, LLC dated June 10, 2014, and is identified as a portion of Tax Map Number 7-12-03-047.00. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of November 21, 2014, and any amendments thereto, by Spartanburg Regional Health Services District, Inc., which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et seq. (as amended), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq., the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et seq. (as amended), and the South Carolina Pollution Control Act, § 48-1-10 et seq.

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §44-56-710 et seq. (as amended), and if not set forth

therein, shall have the meaning assigned to them pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et seq. (as amended), the S.C. Pollution Control Act, S.C. Code Ann. § 48-1-10, et seq. (as amended), the S.C. State Underground Petroleum Environmental Response Bank Act, S.C. Code Ann. § 44-2-10, et seq. (as amended), or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq.

- A. "SRHSD" means Spartanburg Regional Health Services District, Inc., a public hospital corporation and political subdivision of the State of South Carolina.
- B. "Beneficiaries" means SRHSD's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party

Application for Voluntary Cleanup Contract attached as Appendix A as modified by this Contract to incorporate all of Lot 4 on the attached survey and that is subject to the ownership, prospective ownership, or possessory or contractual interest of SRHSD or its Beneficiaries.

- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

- 2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

<u>Owners</u>	<u>Dates of Ownership</u>
The Beaumont Company (Spartan Mills Beaumont)	Late 1880s to December 27, 1948

Manufacturing Company

Spartan Mills December 27, 1948 to January 7, 2000

Jimmy I. Gibbs LLC January 7, 2000 to Present

Operator Dates of Occupation

Southern Conference (SoCon) 2003 to Present

- B. Property and Surrounding Areas: The Property is bounded generally by North Pine Street to the southwest with commercial development beyond; the remaining portion of the Spartan Mills Beaumont property to the north, which includes the Ambulatory Surgery Center of Spartanburg, LLC; Beaumont Avenue to the east with residences beyond; and the Norfolk-Southern Railroad to the south with vacant land beyond. The Spartan Mills Beaumont property consisted of eleven (11) outparcels of TMS 7-12-03-047.00. The Property consists of Lot 4 containing 12.04 acres as shown on the attached survey.

The Property was first developed late in the 1880s by Spartan Mills as part of the Beaumont Manufacturing Company. The Beaumont cotton textile manufacturing plant operations included picking, carding, spinning, weaving, dyeing, and finishing. There was coal storage on the Property as well as a machine shop, engine room, boiler, stack, and railroad trestle. Beaumont Mill operated eight underground storage tanks (USTs, #09861) that stored gasoline, heating oil, and miscellaneous hydrocarbons. The capacities of the USTs ranged from 550 gallons to 15,000 gallons. The USTs were reported to have been removed. The Mill discharged various process water and stormwater to Chinquapin Creek. Piping runs are located beneath the Mill building basement floor. Five unpermitted parts washers were operated at the Mill; in 1994 they were converted to a light, aliphatic naphtha cleaning solvent. In 1995, 140 gallons of the solvent were reported to have been used. An electrical substation was identified on the Property near the northwest corner along Beaumont Avenue and

two pad mounted transformers are located in an area adjacent to the courtyard. Operations ceased in the mid-1990s. Most of the structures were demolished in 2004. Currently the Property is improved with a three-story, renovated mill building and a separate, two-story building. The Mill building has a basement area of approximately twenty thousand square feet. The administrative offices of the Southern Conference athletic association are located on the Property. Asphalt paved parking is northeast of the buildings. Chinquapin Creek provides the western Property boundary between the three-story mill building and N. Pine Street. Lots 1 and 3, containing a total of 3.91 acres are located within the flood plain of Chinquapin Creek on its western side. Lots 1, 2 and 3 are excluded from the Property subject to this contract.

C. Investigations

Two Phase I Environmental Assessment Reports (one for the 9.5 Acre Outparcel and one for the 13.4 Acre Outparcel), each dated June 4, 2010, were prepared by GEL Engineering LLC for the City of Spartanburg. The Reports reference a 1999 Phase I, a soil and groundwater assessment, and a report of the soil excavation conducted at the Beaumont Mill addressed at 561 North Liberty Street. Those Reports focused on the entire Mill facility. A number of recognized environmental conditions were identified. According to the Phase I Reports, in September 1999 a soil and groundwater assessment detected the presence of petroleum hydrocarbon constituents in three areas on the Property. Volatile organic compounds were detected in soil and groundwater in the vicinity of the former print/photographic shop and chemical laboratory. Contaminated soil was removed in the vicinity of the underground storage tanks and the former filling station (adjacent to the Undeveloped Parcel). Approximately 821 tons of contaminated soil was removed. A referenced 2009 Phase I states that a release from the USTs occurred near the office but the release was reported below regulatory standards. Petroleum contaminated soil was left in place due to

proximity to the building foundations. Odors were noted during a geotechnical exploration during the 2009 Phase I.

The following recognized environmental conditions (RECs) were identified on the Property:

- Historical textile manufacturing operations for more than 100 years.
- Electrical transformers:
- Storm drains and catch basins across the Property and exterior pipes within the banks of Chinquapin Creek.
- Chinquapin Creek.
- Wood debris grinding operations during demolition and renovation activities.
- A filling station that operated in the 1960s on the Mill facility's property located along Beaumont Avenue in the northeastern corner of the Property.

The following RECs were identified off the Property:

- Pantry 1501 DBA Kangaroo Express/BP located west-southwest across N. Pine Street.
- Fastway Oil Change located west-southwest across N. Pine Street.
- Bud Moore Engineering, located approximately 720 feet upgradient to the east is a small quantity generator of ignitable and reactive hazardous wastes to include barium, cadmium, benzene, and PCE.
- Historical use of property to the northeast as a print/photographic shop and laboratory.

The City of Spartanburg received a Petroleum Brownfields Assessment grant in 2008 and requested the Department to determine if the Property was eligible for petroleum brownfields funding. In December 2010, the Department made the Determination of Site Eligibility that concluded that the Property was eligible for petroleum brownfields funding.

In September 2010, the Department received Site Specific Quality Assurance Project Plan (SSQAPP) Addendum I.A. to Generic Quality Assurance Project Plan Community-wide Brownfields Assessment Grants Brownfields Assessment Grant #BF95409108 for a 9.5-Acre Outparcel of the Spartan Mills Beaumont facility. In October 2010, the Department received SSQAPP for a 13.4-Acre Outparcel of the Spartan Mills Beaumont facility. The Department approved implementation of each SSQAPP in September and October 2010 respectively.

A Phase II Environmental Site Assessment Report for the 13.4 Acre Outparcel was dated February 21, 2011. This Report depicts three soil sampling locations and one groundwater sampling location on the Undeveloped Parcel, as follows:

- Proximate to the former 250-gallon fuel oil UST (BEA2-SS-05.3 and 5.4);
- Area potentially impacted by former grinding operations of materials containing lead-based paint (BEA2-SS-13).

The two subsurface soil samples were analyzed for TAL Metals, certain SVOCs and VOCs. The one surface soil sample at the BEA2-SS-13 location was analyzed for lead. The Report states that the concentration of chromium, lead and vanadium was within background range. The Report also states that none of the parameters analyzed were detected in groundwater at concentrations above their respective maximum contaminant level (MCL).

A Phase II Environmental Assessment Report for the 9.5-Acre Outparcel was submitted to the Department on January 2, 2015. This Report documents the findings at the following locations:

- Vicinity of former loading platform and railroad spur;
- Former on-Property garage and off-Property railroad;
- Former on-Property railroad spur near its terminus;
- Former dyeing and finishing operations building;

- At the smokestack and former coal storage area;
- Three locations downgradient of former dyeing and finishing building;
- Proximate to the former personnel office and down gradient of an off-Property filling station;
- Downgradient of a former off-Property filling station; and
- Two locations in Chinquapin Creek.

Soil samples were screened using photo-ionization detection (PID) for organic vapors. Twelve samples were submitted to the laboratory for analysis of EPA Target Compound List Volatile and Semi-Volatile Organic Compounds and for EPA Target Analyte List Metals. All of these soil samples were collected from the 0-2 foot interval. Arsenic was detected at concentrations ranging from 2700 micrograms per kilogram ($\mu\text{g}/\text{kg}$) in sample SS-11 to 510,000 $\mu\text{g}/\text{kg}$ in sample SS-09. Various metals were detected at concentrations greater than the values listed for Resident Soil on the EPA Regional Screening Level (RSL) Summary Table, November 2014. Multiple polynuclear aromatic hydrocarbons (PAHs) were also detected at elevated concentrations across the Property. The PAH benzo(a)pyrene was detected in four locations at concentrations greater than the RSL Industrial Soil value of 290 $\mu\text{g}/\text{kg}$. The concentration of benzo(a)pyrene was reported as 382 $\mu\text{g}/\text{kg}$ in sample SS-03, as 2,300 $\mu\text{g}/\text{kg}$ in sample SS-05, as 723 $\mu\text{g}/\text{kg}$ in sample SS-06, and as 807 $\mu\text{g}/\text{kg}$ in sample SS-07. Benzo(b)fluoranthene and dibenzo(a,h)anthracene were also detected in sample SS-05 at concentrations that exceed their respective Industrial RSLs.

Twelve groundwater samples were collected and analyzed for the same list of parameters. Lead and benzo(a)pyrene were detected at concentrations greater than their respective maximum contaminant level (MCL). Groundwater results also reported the presence of cobalt, manganese, vanadium, and several polynuclear aromatic hydrocarbons (PAHs) at concentrations greater than their respective tap water values.

Two sediment samples and two corresponding surface water samples were collected from Chiquapin Creek and were analyzed for EPA Target Compound List Volatile and Semi-Volatile Organic Compounds and for EPA Target Analyte List Metals. Sediment samples were analyzed for the EPA TCL Polychlorinated Biphenyls (PCBs) as well. Chromium (total) and the PAH fluoranthene were detected at concentrations greater than their respective values listed as Ecological Screening Values in EPA Region 4 Ecological Risk Assessment – Supplement to RAGS. The concentration of chromium (total) was reported as 101,000 µg/kg, which is greater than the RSL Industrial Soil value of 6,300 µg/kg for chromium VI. The laboratory did not speciate chromium. Low concentrations of various PAHs were reported in the sediment samples and tetrachloroethylene (PCE) was also detected at trace concentrations. PCE was also detected in both surface water samples at concentrations below the MCL of 5 micrograms per liter (µg/L).

A geophysical survey was conducted to determine if USTs are present on the Property in the vicinity of the Machine Shop/Former Dyeing process area. None were identified.

A Phase I Environmental Site Assessment, dated December 23, 2014, was submitted in support of the Application.

D. Applicant Identification: SRHSD is a South Carolina public hospital corporation and political subdivision of the State of South Carolina with its principal place of business located at 101 East Wood Street, Spartanburg, South Carolina 29303. SRHSD affirms that it has the financial resources to conduct the response action pursuant to this Contract.

- E. Proposed Redevelopment: SRHSD will acquire the Property and intends to use it as office space for administrative and technical support to Spartanburg Regional Healthcare System. Additional parking may be constructed.

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. SRHSD certifies that it is not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; is not a Responsible Party for the site, or a parent, successor or subsidiary of a Responsible Party for the site; and has not had any involvement with the Property in the past other than activities performed in anticipation of purchase and participation in the Voluntary Cleanup Program. SRHSD also certifies that it is eligible to be a Bona Fide Prospective Purchaser for the Property.

RESPONSE ACTION

4. SRHSD agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by SRHSD, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A Report of the assessment results shall be submitted by SRHSD, or its designee in accordance with the schedule provided in the initial Work Plan. SRHSD acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. SRHSD agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, SRHSD may seek an amendment of this Contract to clarify its further responsibilities. SRHSD shall perform all actions required by this Contract, and any related actions of SRHSD's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). SRHSD shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with 25 S.C. Code Ann. Regs. R.61-71, the South Carolina Well Standards. The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i. the full EPA TAL (Target Analyte List);
 - ii. EPA TAL-Metals (Target Analyte List excluding cyanide);

- ii. the full EPA TCL (Target Compound List);
 - i). EPA TCL-VOCs (Target Compound List Volatile Organic Compounds);
 - ii). EPA TCL-SVOCs (Target Compound List Semi-Volatile Organic Compounds);
 - iii). EPA TCL-Pesticides (Target Compound List Pesticides);
 - iv). EPA TCL-PCBs (Target Compound List Polychlorinated Biphenyls).
- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" in effect at the time of sampling. The applicable Protection of Groundwater SSL for soil samples shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of SRHSD's consulting firm(s), analytical laboratories, and SRHSD's contact person for matters relating to this Contract and the Work Plan.
 - a). The analytical laboratory shall possess applicable Certification defined in 25A S.C. Code Regs. R.61-81, for the test methods specified in the Work Plan.
 - b). SRHSD shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify SRHSD in writing of approvals or deficiencies in the Work Plan.
- 8). SRHSD, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.

- 9). SRHSD shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). SRHSD shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). SRHSD shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. SRHSD shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The Report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All Report(s) shall be submitted to the Department in the form of one

hardcopy and one electronic copy of the entire Report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). SRHSD shall characterize all Waste Materials and Segregated Sources identified below. Assessment shall include an evaluation of contaminant concentrations and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable, or as specified below.
 - a). The underground storage tank and contents located beneath the floor of the Engine Room.
 - b). SRHSD shall collect a soil sample below the base of the tank on the downgradient side to be analyzed for TAL-Metals, VOCs, and SVOCs. Additional samples shall be collected if the tank's capacity exceeds 1,000 gallons.
- 2). SRHSD shall also characterize for disposal any Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
- 3). Upon discovery of any Segregated Source that has not yet released all contents to the environment, SRHSD shall expeditiously stabilize or remove the Segregated Source from the Property
- 4). SRHSD shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. SRHSD shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). SRHSD shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or

other non-drinking water use within a one-quarter mile radius.

- 2). SRHSD shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to SRHSD, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). SRHSD shall collect and analyze a minimum of thirty-two (32) soil samples from ten (10) locations on the Property. SRHSD shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations, unless specified otherwise:
 - a). Surface soil samples shall be collected from two locations within the northeastern area of the Property where grinding operations were conducted. Both soil samples shall be analyzed for EPA TAL-Metals.
 - b). Three surface soil samples surrounding each of these three previous sampling locations shall be collected to delineate horizontal extent of impact: BEA1-SS-03; SS-05; and SS-07. Analysis may be limited to PAHs.
 - c). Three surface soil samples surrounding previous sampling location BEA1-SS-09 shall be collected to delineate horizontal extent of arsenic. Analysis may be limited to arsenic.
 - d). A minimum of three subsurface soil samples shall be collected from beneath the floor drains/pipelines located in the Engine Room where the dyeing operations occurred and where the vats are located.
 - e). A minimum of four subsurface soil samples shall be collected from native soil in the zero to one foot depth beneath the concrete slab that underlies

the wooden block floor of the Machine Shop.

- f). A minimum of ten subsurface soil samples shall be collected from native soil in the zero to one foot depth beneath the Mill Building Basement.
 - g). A minimum of one subsurface soil sample shall be collected from beneath the Elevator Shaft located in the Mill Building. Analysis shall be for VOCs, SVOC and PCBs.
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. A minimum of one surface and one subsurface sample from impacted area BEA1-SS-05 shall be analyzed for the full EPA-TAL and EPA-TCL.
 - 3). Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). SRHSD shall assess groundwater quality and determine the direction of groundwater flow across the Property. Assessment shall include samples from a minimum of three monitoring wells to be installed with the screen to bracket the water table. Specific locations shall be as follows:
 - a). A location in the vicinity of the former dyeing and finishing operations building where BEA1-TW-06 was located.
 - b). A location downgradient of the former dyeing and finishing operations where BEA1-TW-09 was located.
 - c). A location in the vicinity of the former filling station and potential offsite sources.
- 2). The samples from the vicinity of the former filling station and from the BEA1-TW-06 location shall be analyzed for EPA TAL- Metals and TCL-VOCs and TCL-SVOCs. The sample from the BEA1-TW-09 location shall be analyzed for the full TAL/TCL parameters.

- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the Regional Screening Tables values for "Tapwater."

G. Evaluate and control potential impacts to indoor air:

- 1). SRHSD shall evaluate potential impacts to indoor air if the Department determines significant concentrations of volatile organic compounds are present in the subsurface. The Department will use a modified Johnson and Ettinger Model to determine "Significant concentrations" based on representative soil and/or groundwater quality results reflective of the Property. The model will be constrained towards predicting commercial exposures consistent with the building construction on the Property.
- 2). This evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of indoor air samples from within the building during two separate sampling events approximately six months apart. One sample shall be collected per every 1000 square feet of building footprint potentially subject to Vapor Intrusion. One sampling event shall be in the winter. Each sampling event shall include collection of a representative number of indoor air samples for laboratory analysis of all site-related volatile organic constituents. The samples collected for laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events. The method shall be capable of detecting gas concentrations at screening levels indicative of a 10^{-6} risk. The applicable screening concentrations shall be based upon the EPA OSWER "Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" or supplemental EPA guidance.
- 3). The Department may allow SRHSD to implement vapor intrusion control measures in lieu of the above evaluation, or use alternative evaluation

methods that, in the Department's sole discretion, offer a similar degree of data usability.

- 4). SRHSD shall submit an addendum to the Work Plan detailing the steps for further study and/or remedial or other control management measures to be implemented if the measured indoor air concentration exceeds a 10^{-6} risk calculated for occupational exposure (40 hrs/wk, 50 wk/yr, 25 yrs). The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

H. Institute reasonable Contamination control measures:

- 1). SRHSD shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all contents to the environment.
 - a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
 - b). SRHSD shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 2). SRHSD shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property.
 - a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure. Known media or Waste Materials that require Corrective Measures include, but may not be limited to, the following:
 - i. The underground storage tank and contents located beneath the floor of the Engine Room.
 - ii. The floor drains/pipelines located in the basement area where the

dyeing operations occurred and where the vats are located.

- iii. Soil and groundwater.
- b). The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination.
- c). SRHSD may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, SRHSD shall submit for Department approval, an overview of risk assessment assumptions including identification of contaminant exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
- d). Upon completion of any corrective measures, SRHSD shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- e). In the event that corrective measures include engineering controls that must be maintained or monitored during future use of the Property, a Site Management Plan may be required by the Department. If required, the Site Management Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

I. Monitor and/or abandon the monitoring wells:

- 1). SRHSD shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). SRHSD shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well Standards.

HEALTH AND SAFETY PLAN

5. SRHSD shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). SRHSD agrees that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by SRHSD.

PUBLIC PARTICIPATION

6. SRHSD and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by SRHSD.

B. SRHSD shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.

- 1). The sign will state "Voluntary Cleanup Project by Spartanburg Regional Health Services District, Inc. under Voluntary Cleanup Contract 15-5926-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of SRHSD. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). SRHSD shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.
- 4). SRHSD agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). SRHSD shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, SRHSD shall restore the sign within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. SRHSD shall submit periodic written updates to the Department's project manager

until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within ninety (90) days of the execution date of this Contract] and semi-annually thereafter.

A. The updates may be in summary letter format, but should include information about:

- 1). The actions taken under this Contract during the previous reporting period;
- 2). Actions scheduled to be taken in the next reporting period;
- 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. SRHSD shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. SRHSD shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. SRHSD or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to restrict the use of the Property from residential dwellings, recreational, agricultural, child day care and adult day care

with potential exposure to soil. The Declaration will include a Provision for SRHSD or its Beneficiaries to maintain the existing building and pavement as an engineering control. The Declaration shall prohibit the use of groundwater on the Property. Additional restrictions may be required based on the response actions completed under this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Declaration prior to providing it to SRHSD. An authorized representative of SRHSD or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
- B. SRHSD or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. SRHSD or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (Regional Screening Levels for residential use) on a portion of the Property, SRHSD or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.

- F. The Declaration shall reserve a right of entry and inspection for SRHSD or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
- 1). SRHSD or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). SRHSD or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after SRHSD acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. SRHSD or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based

on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Jo Cherie Overcash
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to SRHSD shall be submitted to SRHSD's designated contact person who as of the effective date of this Contract shall be:

Mark A. Aycock, Senior Vice President and COO
Spartanburg Regional Health Services District, Inc.
101 East Wood Street
Spartanburg, South Carolina 29303

FINANCIAL REIMBURSEMENT

11. SRHSD or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. §44-56-750 (D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to SRHSD on a quarterly basis. In recognition of SRHSD's public status, the Department waives reimbursement of oversight costs, exclusive of the cost incurred for public participation. The Department reserves the right to re-instate oversight billing upon thirty-day notice to SRHSD; however, said billing shall not include any costs incurred by the Department prior to receipt of the notice. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Mark A. Aycock, Senior Vice President and COO
Spartanburg Regional Health Services District, Inc.
101 East Wood Street
Spartanburg, South Carolina 29303

A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.

- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

12. SRHSD agrees the Department has an irrevocable right of access to the Property for environmental response matters after SRHSD acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

13. A Certificate of Completion shall be issued to SRHSD or its Beneficiaries for the Property under this Contract as follows:
- A. SRHSD or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
- B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that SRHSD or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. § 44-56-710 through 760 (as amended).

- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
- 1). A Provisional Certificate of Completion will include specific performance standards that SRHSD or its Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if SRHSD or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. SRHSD or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. SRHSD shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, SRHSD, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. SRHSD or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. If the Certificate of Completion has not been issued, SRHSD or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
- 1). Is not a Responsible Party for the Site;
 - 2). Has sufficient resources to complete the activities of this Contract;
 - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract,
 - 4). Will assume the protections and all obligations of this Contract and,
 - 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.
- C. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, SRHSD or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.
- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
 - 2). This requirement is waived for an individual or entity acquiring a portion of the Property for commercial use provided the Declaration is noted on the

master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

- D. If a Certificate of Completion has been issued and the Property is not subject to a Declaration or other continuing obligation pursuant to this Contract, no notification is required.

CONTRACT TERMINATION

16. SRHSD, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination, shall provide SRHSD or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms and conditions of this Contract;
- 2). Change in SRHSD's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
- 4). Failure of SRHSD or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by SRHSD or its Beneficiaries;
- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by SRHSD or its Beneficiaries to obtain the applicable permits from

- the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
- 7). Failure by SRHSD or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of SRHSD's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should SRHSD or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by SRHSD or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of SRHSD or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for

this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. SRHSD and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from contribution claims under CERCLA Section 113.42 U.S.C. § 9613 and § 44-56-200, et seq.
- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue SRHSD and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by SRHSD or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by SRHSD or its Beneficiaries. The Department retains all rights under State and Federal laws to compel SRHSD and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by SRHSD or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than SRHSD and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than SRHSD and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY SRHSD

19. SRHSD retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. SRHSD and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, SRHSD and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. SRHSD and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by SRHSD or its Beneficiaries. SRHSD and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY SRHSD AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, SRHSD and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

DATE:

Reviewed by Office of General Counsel

SPARTANBURG REGIONAL HEALTH SERVICES DISTRICT, INC.

BY:

DATE:



2/6/15

Mark A. Aycock
Senior Vice President and COO

APPENDIX A

Spartanburg Regional Health Services District, Inc.
Application for Non-Responsible Party Voluntary Cleanup Contract
November 21, 2014
As Amended



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☐ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☐ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☒ Government / Other Public Funded Entity

3. Applicant's Legal Name Spartanburg Regional Health Services District, Inc.

4. Contract Signatures for this Applicant

a. Authorized Signatory

Mark A. Aycock Senior Vice President and COO maycock@srhs.com

Name Title Email

101 East Wood Street 864-560-6078

Address Phone1 Phone2

Spartanburg South Carolina 29303

City State Zip

b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

101 East Wood Street

Street address Suite Number

Spartanburg South Carolina 29303

City State Zip

6. Mailing address: ☐ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory) Title

Street Number or PO Box Phone1 Phone 2

City State Zip Email

7. Company Structure Information ☒ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

- a. Company is Incorporated/ Organized/ Registered in _____ (state)
- b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name

Name

RECEIVED

NOV 21 2014

SITE ASSESSMENT
REMEDIATION &
REVALUATION

- c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☐ Yes ☒ No

- d. If yes, identify all affiliations: _____

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

- Is a current owner of the property
- Is a Responsible Party for the site
- Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
- Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program * SEE NOTE ATTACHED

Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address North Pine and Isom Streets

b. County Spartanburg

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of Spartanburg
(town/city)

10. List any Companies or Site names by which the Property is known

Beaumont Textile Mill

Spartan Mill - Beaumont

11. Total Size of Property Covered by this Contract 11.8 Acres

12. How many parcels comprise the Property? 1

13. Current Zoning (general description)

I-1, Light Industrial District

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 7-12-03-047.00
 b. Acreage 11.8
 c. Current Owner Jimmy I. Gibbs, LLC
 d. Owner Mailing Address 9855 Warren H Abernathy Hwy.
Spartanburg, SC 29301
 e. Contact Person for Access Greg Boozer
 f. Access Person's Phone # 864-439-8752
 g. Is Parcel Currently Vacant? ☒ Yes ☐ No
 h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☒ Intact, To be re-used
 i. Business/facility operations
☒ Never Operated on the parcel
☒ Not operating since 1997
 (approx date)
☐ In operation: nature of the business Textile Mill

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____
 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? ☐ Yes ☐ No
☐ None
 h. Buildings on the parcel? (check all that apply)
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
 i. Business/facility operations
☐ Never Operated on the parcel
☐ Not operating since _____
 (approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____
 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? ☐ Yes ☐ No
 h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
 i. Business/facility operations
☐ Never Operated on the parcel
☐ Not operating since _____
 (approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____
 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? ☐ Yes ☐ No
☐ None
 h. Buildings on the parcel? (check all that apply)
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
 i. Business/facility operations
☐ Never Operated on the parcel
☐ Not operating since _____
 (approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____
 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? ☐ Yes ☐ No
 h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
 i. Business/facility operations
☐ Never Operated on the parcel
☐ Not operating since _____
 (approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____
 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? ☐ Yes ☐ No
☐ None
 h. Buildings on the parcel? (check all that apply)
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
 i. Business/facility operations
☐ Never Operated on the parcel
☐ Not operating since _____
 (approx date)
☐ In operation: nature of the business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

To be used as office space for administrative and technical support for Spartanburg Regional Healthcare System.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number 200 - relocated from 100 East Wood Street ☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ Unknown at this time

20. a. Will there be Intangible benefits from this redevelopment such as:

- ☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☐ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris

☒ Other Continued operation and free up existing space at the hospital for clinical use. As part of Master Facilities Development Plan.

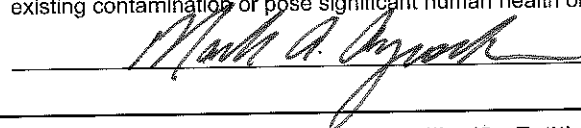
- b. Please Describe:

The developer will explore LEED and sustainable practices.

21. Anticipated date of closing or acquiring title to the property 03 / 31 / 2015

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm

☐ None as of this application date

GEL Engineering LLC

Company

111 Smith Hines Road, Suite J

Greenville

South Carolina

29607

Address

City

State

Zip

Robert MacPhee

864-676-2202

864-477-9243

robert.macphee@gel.com

Project Contact1

S.C PE/PG Reg. #

Phone1

Phone 2

email

Project Contact 2

S.C PE/PG Reg. #

Phone1

Phone 2

email

24. Legal Counsel of Applicant

Koger M. Bradford - See attached attorney contact information for the property owner.

Firm

Holcombe Bomar, P.A.

864-594-5303

Attorney

Phone1

Phone 2

100 Dunbar Street

Spartanburg

SC

29306

kbradford@holcombefomar.com

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☒ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Mark A. Bradford
Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☒ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☐ New report completed in the past six months by _____ (Name of Environmental Firm)

☒ Older report updated in the past six months by See attached list of reports (Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property

☐ The Applicant believes the Department already has all environmental data in its files on: _____

(Site Name)

☒ The Following reports are attached:

Report Date

Report Name

Environmental Firm

See attached list of reports

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☐ Enclosed with this Application as an Attachment

☒ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Mark A. Bradford
Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

Attorney Information for Property Owner

Max E. Justice

Parker Poe Adams & Bernstein LLP

401 South Tryon Street, Suite 3000

Charlotte, North Carolina 28202

Phone: 704-335-9010

Email: maxjustice@parkerpoe.com

Attachment 1

Map

**NRP APPLICATION FOR
SPARTANBURG REGIONAL HEALTH SERVICES DISTRICT, INC.**

Note 1. The following information is included to supplement the response of the applicant to item 8, sub-item 4:

The applicant was the fee simple owner of a one half (1/2) acre parcel developed as the Spartanburg Regional Ambulatory Surgery Center located at the northeastern corner of the Beaumont Mill site, at the intersection of Isom Street and Beaumont Avenue. The applicant sold its interest in that property to a third party in 2010. That property is not part of the property for which this application is submitted and this information is provided as a clarification.

LOCATION: 720 N. POSE STREET
BLOCK MAP NO.: 7-12-03-047.06
DATE: 10 JUNE 2014
JOB NO. 14-B41-BEAUMONT-PHELM
COUNTY/STATE SPARTANBURG, S.C.
FIELD BY: JASON KALLINWANGER
DRAWN BY: LENA MCCALL